

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

No. 98-1413 JRT/FLN

CLARINDA COLOR, L.L.C.,

Defendant.

SETTLEMENT AGREEMENT

INTRODUCTION

Whereas Plaintiff Equal Employment Opportunity Commission ("EEOC" or "Commission") filed this action charging Defendant Clarinda Color, L.L.C. ("Clarinda") with violating Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. ("Title VII"), and contends that Clarinda discriminated against Patrice Anderson by failing to hire her because she was pregnant;

Whereas Clarinda denies such discrimination;

Whereas Clarinda ceased employing individuals or operating as a going concern in October or November 1998, and exists today as a corporate shell;

Whereas the parties now wish to resolve this lawsuit without the burden, expense, and delay of further litigation;

THEREFORE, the parties hereby stipulate and agree:

FILED JUN 07 2000
FRANCIS E. DOSAL, CLERK
JUDGMENT ENTD _____
DEPUTY CLERK _____

I. NON-ADMISSION

Neither the filing of this action, the entry of this Agreement nor any action taken pursuant to its terms shall be construed as an admission by Defendant Clarinda that it has violated Title VII, or as an admission of any of the allegations contained in this action.

II. SCOPE

This Agreement covers the EEOC's claim that Clarinda discriminated against Patrice Anderson because of her sex in violation of Title VII of the Civil Rights Act of 1964 in hiring. Nothing in this Agreement shall be construed to prohibit the Commission from processing any charge of discrimination which occurred outside the scope of this Agreement.

III. COMMITMENT

A. Clarinda commits to abide by the provisions of Title VII of the Civil Rights Act of 1964. Clarinda shall not fail or refuse to hire any female applicant because she is pregnant. Clarinda will not retaliate against persons who oppose practices made unlawful under Title VII of the Civil Rights Act of 1964, or who participate in practices with respect to Title VII.

B. In the event that Clarinda reinstitutes operations, and hires sufficient employees to be covered by Title VII, within the term of this Agreement, Clarinda shall provide training to its

employees on the provisions of Title VII. The training shall be mandatory, and makeup sessions will be held for any person who is unable to attend the regularly scheduled session. The training shall concern sex discrimination, and making decisions regarding hire free from discriminatory factors. The training shall last at least four hours. The trainer shall be retained at Clarinda's expense, with the prior concurrence of the EEOC. The EEOC shall not unreasonably withhold its concurrence, and specifically concurs in advance to the selection of Clarinda's counsel in this matter as trainers. Clarinda shall notify the EEOC within seven (7) days of the completion of its training session, and certify that all managers duly attended the session.

C. In the event that Clarinda reinstitutes operations, and hires sufficient employees to be covered by Title VII, within the term of this Agreement, Clarinda will post the notice attached as Exhibit A for a period of not less than ninety (90) days in a conspicuous spot where employee notices are customarily posted. The EEOC shall be notified promptly upon the posting of the notice, and shall receive a certification at the conclusion of the 90 day posting period that Clarinda complied with the terms of this Agreement.

IV. MONETARY RELIEF

A. Clarinda shall pay Patrice Anderson \$29,000. One-half of this amount shall be designated as back pay, and one-half shall be designated as damages for emotional distress. Clarinda shall take the standard deductions from that amount designated as back pay. The payment shall be made to Ms. Anderson within fifteen (15) days of the entry of this Agreement by certified mail, with a copy sent to the undersigned counsel for the EEOC.

B. For and in consideration of Clarinda's promise to pay such valuable consideration as outlined in Paragraph IV(A), the sufficiency of which is hereby acknowledged, and the other terms and conditions set forth in this Agreement, Patrice Anderson hereby fully and finally releases Clarinda from any and all claims, demands, rights, damages, costs, losses, suits, actions, attorneys' fees, and expenses whatsoever, which Anderson presently has or has had under Title VII of the Civil Rights Act of 1964 arising from or by reason of Clarinda's failure to hire Anderson, including without limitation all claims that were raised or could have been raised in the EEOC action.

C. Except for an action arising out of a breach of the terms of this Agreement, Anderson agrees never to bring (or cause to be brought) any claim, action or proceeding against Clarinda under Title VII of the Civil Rights Act of 1964 arising from or

by reason of Clarinda's failure to hire Anderson, including without limitation all claims that were raised or could have been raised in the EEOC action.

V. COSTS

Each party shall bear its own costs and attorneys' fees for this action.

VI. SCOPE

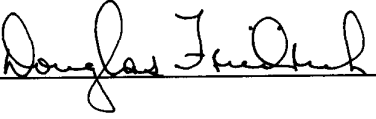
A. From the date of the final entry of this Agreement, the term of this Agreement shall be two (2) years.

B. Both parties request that this Court approve this Agreement and, pursuant to F.R.C.P. 41(a)(2), dismiss this case with prejudice without costs to either party, and with the Court reserving jurisdiction only as necessary to enforce this Agreement.

BY AGREEMENT:

FOR DEFENDANT
CLARINDA COLOR, L.L.C.

By: Capital Graphics, Inc.,
Its Member

By 

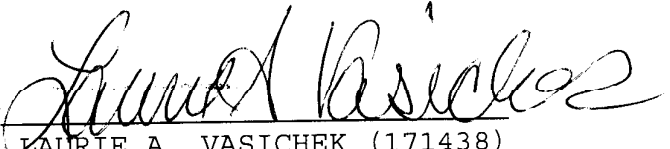
Its Douglas Friedrich, President

FOR PLAINTIFF EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

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Patrice Anderson

The Court hereby grants its approval to this Settlement
Agreement, and hereby Orders it to be entered on this 7th
day of June, 2000.


JOHN R. TUNHEIM
UNITED STATES DISTRICT JUDGE

N O T I C E

This notice is posted pursuant to a settlement agreement entered into by the U.S. Equal Employment Opportunity Commission ("EEOC"), the Charging Party, and Clarinda Color, LLC.

The settlement agreement is based on a charge of pregnancy discrimination alleging that Clarinda Color LLC refused to hire Patrice Anderson because she was pregnant. After an investigation of the charge the EEOC found cause to believe that the allegations contained in the charge were true, and initiated a lawsuit. Clarinda Color has denied all of the allegations contained in the charge and the complaint. The EEOC and Clarinda Color entered into the settlement agreement in order to avoid the time, expense, and risk of protracted litigation.

The EEOC is the federal agency which administers, interprets, and enforces Title VII, which requires that there be no discrimination against any employee or applicant for employment because of sex, including pregnancy, with regard to compensation, transfer, and any other term, condition, or privilege of employment. Clarinda Color supports and will comply with such law in all respects, and will not take any action against employees who assert their rights under the law.

This notice may not be removed before _____.

EXHIBIT A